



SBC Wisconsin
722 N. Broadway
Floor 13
Milwaukee, WI 53202

July 26, 2005

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for Approval of a Merged Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, and XO Communications Services, Inc. This Amendment incorporates rate changes established in the WI Docket 6720-TI-187 UNE Order and the 6720-TI-161 Category 3 Order.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and XO Communications Services, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of a Merged Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and XO Communications Services, Inc. This Amendment incorporates rate changes established in the WI Docket 6720-TI-187 UNE Order and the 6720-TI-161 Category 3 Order.

I have been authorized by XO Communications Services, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

XO Communications Services, Inc.
Gegi Leeger
Director Regulatory Contracts
11111 Sunset Hills Road
Reston, VA 20190
Tel: 703-547-2109
Fax: 703-547-2300

Very Truly Yours,

Joan Schoenberger

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

**WISCONSIN NETWORK ELEMENT RATE AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")¹ and XO Communications Services, Inc. (CLEC).

WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;

WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the UNE Compliance Order, the 187 Order and Category 3 Order;

WHEREAS, FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004) ("FCC Interim Order") affected the timing of rate changes for certain classes of network elements

WHEREAS, SBC Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in these various orders.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the UNE Compliance Order, 187 Order and Category 3 Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates in Attachment A shall apply as of the dates set forth below.. However, the parties recognize that, in accordance with the Agreement, the UNE Compliance Order, the 187 Order, and

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

the Category 3 Order, these rates have retroactive applicability and therefore, SBC Wisconsin will perform any necessary true-up and issuing credits or bills within 90 days after the PSCW has approved the signed amendment,, as appropriate and consistent with the effective dates described below. SBC Wisconsin and CLEC acknowledge that some of these rate changes may have already been incorporated into the Agreement by prior amendment; however, for purposes of completeness and convenience they are described again herein, and this Amendment shall supercede any such prior amendment. To the extent a particular true-up has already been completed, it will not be performed again. The specific time frames² and rate elements affected are described below:

2.1.2.1 Rate elements on DS1 Loops – Beginning March 11, 2005, the FCC's stay on UNE price decreases, as described in the FCC Interim Order, expired, and therefore the DS1 rates adopted by the PSCW in the 187 Order took effect

2.1.2.2 IDLC conversion charge – this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the Category 3 Order, the IDLC conversion charge is \$0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, CLEC has an option to elect either Option 1 - a \$0.16 per loop per month charge for unlimited IDLC conversions or Option 2 - a \$0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. If CLEC selects Option 2 and requires more than fifteen IDLC conversions during one of the twelve month periods, additional conversions will be subject to additional charges on a non-recurring ICB basis. CLEC must select its rate by placing an "X" above one of the lines below. Once an election is made, it cannot be changed. In accordance with the Category 3 Order, if CLEC fails to make an election, CLEC will be assigned the default choice of Option 1. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

IDLC conversion selection – In accordance with the options described in section 2.1.2.3, CLEC hereby elects:

 X Option 1 (\$0.16 charge for unlimited conversions)

 Option 2 (\$0.10 charge for a maximum of 15 conversions per 12 mos)

2.1.2.3 Miscellaneous elements – When SBC Wisconsin initially implemented the rate elements from the UNE Compliance Order in 2003, it inadvertently omitted changes to certain rate elements from the price schedule. These elements were: Transit Service; Daily Usage File, per message; Digital DS1 Service Admin Charge – Disconnect; Digital DS1 Design and CO Connection – Disconnect Order; POTS Electronic Service Order – Disconnect; POTS Manual Disconnect Service Order Charge; Unbundled Tandem Trunk Service Charge – Port Disconnect; Unbundled Tandem Trunk Subsequent Trunk Group – Disconnect; Port Disconnect Charge Trunk Translations Features. In accordance with the UNE Compliance Order, these rates are retroactively effective back to May 21, 2002.

2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.1.2 of this Amendment, including any retroactivity discussed therein.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 This Amendment is the result of the PSCW's UNE Compliance Order, 187 Order and Category 3 Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA*, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or CLEC from taking any position with respect to the 187 Order or any other PSCW order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 187 Order or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

XO Communications Services, Inc.

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC
Operations, Inc., its authorized agent**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

WISCONSIN BELL, INC.

March 11, 2005

WI UNE RATES/\$0.16 IDLC
SBC WI/XO COMM SERVICES

	WISCONSIN			SBC Recurring	SBC Non Recurring	
Line			USOC	Monthly with \$0.16 IDLC	Initial	Additional
1	<u>NETWORK ELEMENTS</u>					
2	<u>Loops</u>					
3		2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below	
4		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below	
5		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below	
6		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below	
7		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below	
8		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below	
9		2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below	
10		2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below	
11		2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below	
12		2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below	
13		2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below	
14		2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below	
15		2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below	
16		2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below	
17		2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below	
18		4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below	
19		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below	
20		4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below	
21		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below	
22		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below	
23		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below	
24		4-Wire Digital - Rural (Access Area C)	4U1XC	\$ 52.82		
25		4-Wire Digital - Suburban (Access Area B)	4U1XB	\$ 54.41		
26		4-Wire Digital - Metro (Access Area A)	4U1XA	\$ 45.11		
27						
28	DSL Capable Loops					
29		2-Wire xDSL Loop				
30		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below	
31		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below	
32		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below	
33						
34		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below	
35		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below	
36		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below	
37						
38		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below	
39		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below	
40		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below	
41						
42		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below	
43		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below	
44		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below	
45						
46		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below	
47		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below	
48		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below	
49						
50		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below	
51		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below	
52		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below	
53		4-Wire xDSL Loop				
54		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below	
55		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below	
56		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	See NRC prices below	
57						
58	IDSL Capable Loop					
59		IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below	
60		IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below	
61		IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below	
62						

Line	WISCONSIN		USOC	SBC Recurring	SBC Non Recurring	
				Monthly with \$0.16 IDLC	Initial	Additional
63		Loop Qualification Process				
64						
65		DSL Conditioning Options - >12KFT and < 17.5KFT				
66		Removal of Repeater Options	NRBXV		\$0.00	N/A
67		Removal Bridged Tap Option	NRBXW		\$0.00	N/A
68		Removal of Load Coil	NRBXZ		\$0.00	N/A
69		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
70		Removal of Repeater Options	NRBNL		\$0.00	N/A
71		Removal Bridged Tap Option	NRBNK		\$0.00	N/A
72		Removal of Load Coil	NRBNJ		\$0.00	N/A
73		Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
74		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		\$0.00	
75		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		\$0.00	
76		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		\$0.00	
77		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM		\$0.00	
78						

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

XO Communications Services, Inc.

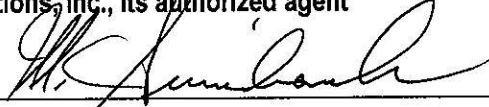
By: 

Printed: Simone Wu

Title: Acting General Counsel

Date: 7.21.05

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Operations, Inc., its authorized agent

By: 

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: 7.25.05

FACILITIES-BASED OCN # _____

ACNA _____